land and in a building owned by defendant, but before it had been fully tested a creditor of defendant levied upon it and the land upon which it stood. Held, that title to the mill never having passed to defendant, such creditor acquired no interest in it.

Specific Performance by Part Owner—Sale by Agent.—Cochran v. *Blount et al.*, 16 Supreme Court Rep. 454. L, a part owner of a tract of land, placed the property in the hands of an agent for sale. The agent made a contract of sale which was approved by L and by some of the part owners. The other owners refused to sanction it and thereupon L withdrew his approval. The purchaser then brought suit against L to obtain specific performance. Held, that a decree of specific performance could not be granted unless it were shown that L held himself out to the agent as full owner or as authorized to dispose of the shares of the others.

PARTNERSHIP.

Partnership—When Exists.—State Bank of Luskton v. *O. S. Kelley Co.*, 66 N. W. Rep. 619 (Neb.). Where two farmers purchased a threshing machine, paying for the same by joint and several notes and jointly used the machine in threshing grain for others, it was held that the evidence warrants the conclusion of joint ownership rather than partnership.

Partnership—What Constitutes.—Stratton v. *O'Conner et al.*, 34 S. W. Rep. 158 (Texas). Cattle were furnished by defendant to another at a fixed valuation upon an agreement that the latter should care for and keep them for four years when they should be sold, their cost repaid to defendant and the remaining profits or loss, if any, should be shared equally. Held, that the arrangement constituted a partnership and defendant was liable for the indebtedness incurred by his partner in keeping the cattle.

Partnership—Order of Supersedeas—Contempt of Court.—Silliman et al., v. *Whitmer et al.*, 34 Atl. Rep. 56 (Penn.). A partner who is served with a supersedeas order staying operations which are in charge of another partner, is guilty of contempt of court if he fails to transmit the order to the partner in charge.

Partnership—Accounting by Survivor.—Little v. *Caldwell*, 44 Pac. Rep. 340 (Cal.). Two law partners made a written contract to conduct certain litigation for fifteen per cent of the amount recovered, which was afterwards modified by parol to the extent that the clients should defray part of the expense of the suit.

After the death of one of the partners, the surviving partner and the client agreed that the survivor should continue the suit, paying all costs, and if finally successful, should receive forty-five per cent in addition to the original contingent fee which the firm were to receive. The deceased partner's heirs afterwards executed to the surviving partner an assignment of their rights in the original contract upon the consideration that he "would do what was right" by them if the suit was successful. Upon the success of the suit the court held that inasmuch as the several agreements did not constitute separate contracts but formed modifications of the original written contract, the deceased partner's heirs were entitled to half of fifteen per cent of the amount of the judgment obtained.

Promissory Note—Place of Payment—Insolvent Firm—Member's Rights as Creditors—In re Parisian Cloak & Suit Co.'s Estate, 34 Atl. Rep. 224 (Penn.). When two insolvent partnerships have practically the same composition in their membership but one is creditor of the other, the former cannot participate in the distribution of the assets of the latter until the claims of the other creditors are satisfied.

Partnership Agreement—Construction.—Magilton v. *Stevenson et al.* 34 Atl. Rep. 235 (Pa.). A provision in a partnership agreement required an equal division of losses on condition that the partner who furnished the capital should not be put to any loss over a stated amount. Held, that the loss of said partner in excess of this definite amount was a joint and several liability of the other.

BANKRUPTCY.

Bankruptcy—Assignment.—Lancey v. *Goss et al.*, 33 Atl. Rep. 1071 (Maine). Such items of estate as the assignee declines to appropriate or utilize remain the property of the bankrupt, always subject to the superior right and title of the assignee and creditors, and until such paramount right is asserted the bankrupt has a title good against all others.

Bankruptcy—Fraudulent Conveyance—Possession Retained by Mortgage.—Bank of Hazelhurst v. *Goodbar et al.*, 19 Southern Reporter 204 (Miss.). The security which the appellant, one of the chief creditors and the assignee of an insolvent firm, accepted from its debtors included a mortgage of the stock of goods and store accounts, under contemporaneous oral agreement by which the debtors were permitted to continue their mercantile business,